

**Shelby County
Tennessee**

JOE FORD, *INTERIM MAYOR*

REQUEST FOR QUOTATION

BID DESCRIPTION: SPECTRO-PHOTOMETER TESTING SYSTEM**COMMODITY: 493-69 SPECTROMETER**

(Code No. and Description)

BID NUMBER: SEALED BID I000069
(Sealed Bid or Regular Bid)

DUE DATE: NO LATER THAN

<u>2:30PM</u>	<u>THURSDAY</u>	<u>6/3/10</u>
(TIME)	(DAY)	(DATE)

☒ ORIGINAL SPECIFICATIONS

□ (REVISED) SPECIFICATIONS

160 NORTH MAIN STREET, MEMPHIS, TENNESSEE 38103

SEALED BID #:I000069
DUE DATE:6/3/2010
BUYER:B. Brenner

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION I
NOTICE TO BIDDERS

**Shelby County
Tennessee**

JOE FORD, *INTERIM* MAYOR

May 24, 2010

Shelby County Government has issued **Sealed Bid Number** I000069, for SPECTRO-PHOTOMETER TESTING SYSTEM . The bid is located on the County's website at <http://www.shelbycountyttn.gov/>. Go to "Purchasing Bids" under Online Services on the homepage. Then click on "List of Open Bids."

You will note that your bid is due no later than **2:30 PM, 6/3/2010** in the office of the Administrator of Purchasing, 160 North Main Street, Suite 550, Memphis, TN 38103.

All bids will be opened and publicly read by the Shelby County Government, at the time mentioned above, in the Purchasing Department, Suite 550, 160 North Main Street, Memphis, TN 38103.

A consideration in determining the best low bid will be the bidder's local presence or ownership within Shelby County.

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid submission.

To receive an E.O.C. Eligibility Number, specific information must be received by the Shelby County Office of E.O.C at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the Office of E.O.C. at (901) 545-4336.

THE LABEL, WHICH IS ATTACHED TO THIS BID NOTIFICATION, SHALL BE COMPLETELY FILLED OUT AND ATTACHED TO THE BID SUBMISSION ENVELOPE. YOU MUST DISPLAY YOUR CURRENT E.O.C. ELIGIBILITY NUMBER ON THE OUTSIDE OF YOUR ENVELOPE. UNLESS THE LABEL IS COMPLETELY FILLED OUT AND YOUR CURRENT CERTIFICATION NUMBER OR ELIGIBILITY NUMBER IS NOTED THEREON, YOUR BID WILL BE RETURNED TO YOU UNOPENED. IF YOUR LABEL IS LOST OR MISPLACED, PLEASE NOTE THE APPROPRIATE INFORMATION IN THE LOWER LEFT-HAND CORNER OF YOUR ENVELOPE.

Shelby County Government reserves the right to reject any or all bids and to waive any informality therein.

If there are any questions on the above bid, please contact Bob Brenner in the Purchasing Department at (901) 545-4360.

Sincerely,

Clifton Davis,
Administrator of Purchasing

SECTION I NOTICE TO BIDDER(S)
SECTION II GENERAL TERMS & CONDITIONS
SECTION III DETAILED REQUIREMENTS/SPECIFICATIONS
SECTION IV QUOTATION/BID RESPONSE FORM

SEALED BID#:I000069
DUE DATE: 6/3/10
BUYER: B. Brenner

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
901-545-4360

SECTION II
GENERAL TERMS & CONDITIONS

1.0 PREPARATION AND SUBMISSION OF BIDS:

- 1.1 All information requested of the vendor shall be entered in the appropriate space on the Bid Response Forms. Failure to do so may disqualify the bid.
- 1.2 All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of a bid. Corrections shall be initialed in ink by the person signing the bid.
- 1.3 Corrections or modifications received after the closing time specified in the bid will not be accepted.
- 1.4 The vendor must provide its Federal Identification Number. Failure to provide this number could result in a 20% withholding of payment for any orders placed against this bid.
- 1.5 All bids shall be signed by an authorized officer or employee of the bidder.
- 1.6 Bids must be submitted by the date and at or prior to the time specified to be considered. No late bids, telegraphic or telephone bids will be accepted.
- 1.7 As a condition precedent to bidding, bidders shall have received a current "Shelby County Equal Opportunity Compliance Eligibility Number" which must be shown on the outside of each bid envelope submitted.
- 1.8 Submit bids in a sealed envelope with (1) your company's name and address, (2) the sealed bid number, (3) the closing time and due date of the bid, and (4) your company's current E.O.C. Eligibility Number shown on the outside.
- 1.9 The Bid Response Forms must be completed in full for a bid to be considered for award. Bidders are encouraged to submit additional information which they feel might be useful to the County in evaluating bids; however, the County reserves the right to reject or accept for consideration, during evaluation of bids, and additional information the bidder submits, and may reject or accept minor variations when evaluating bids.

2.0 CRITERIA AND CONDITIONS OF AWARD:

- 2.1 The County reserves the right to: (1) award bids received on the basis of individual items, or groups of items, or on the entire list of items; (2) reject any or all bids, or any part thereof, (3) waive any informality in the bids, and (4) accept the bid that is in the best interest of the County. The Purchasing

Administrator's decision shall be final.

- 2.2 If the vendor cannot accept an award of only some items included in its bid, the vendor must stipulate in writing an exception to the award of individual items by stating "All or None" in the bid.
- 2.3 An award may be made based on the following factors:
 - 2.3.1 Best/Low Bid meeting specifications;
 - 2.3.2 Previous Vendor Performance History;
 - 2.3.3 Delivery Time Quoted;
 - 2.3.4 Vendor's local presence or ownership in Shelby County.
- 2.4 Shelby County Government reserves the right to alter, amend, or modify any provisions of the bid, or to withdraw this bid, at any time prior to the award of a contract pursuant hereto.

3.0 SPECIFICATIONS:

- 3.1 These specifications are not intentionally written for any one manufacturer and are for the purpose of indicating general size, type, and description of the items needed.
- 3.2 Any responsible bidder who considers these specifications to be of a non-competitive nature should immediately contact the Purchasing Administrator.
- 3.3 The Administrator of Purchasing hereby reserves the right to approve as an equal, or to reject as not being equal, any item the bidder proposes to furnish which contains minor variations from specification requirements but may comply substantially therewith. Items exceeding specifications will be considered as meeting specifications.
- 3.4 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 3.5 Changes to the bid specifications are not valid unless authorized in writing by the Shelby County Purchasing Department.

4.0 PRICING, TERMS & DELIVERY:

- 4.1 Prompt payment discounts shall be considered in the evaluation of bids. Prices will be considered as net if no cash discount is shown.
- 4.2 Shelby County Government reserves the right to accept any prompt payment discount offered by the

successful bidder; however, for purposes of the discount, the due date will be computed from the date of receipt of a properly and correctly submitted invoice, receipt of shipment, or acceptance of shipment, whichever is later to occur.

- 4.3 Time of delivery may be a consideration in the award of this bid.
- 4.4 Time of delivery shall be stated as the number of calendar days from receipt of the order by the vendor to receipt of the goods or services by the County.
- 4.5 All deliveries shall be F.O.B. inside or at the Shelby County Department location specified in the bid. No additional charges for delivery shall be allowed.

5.0 LIABILITIES:

- 5.1 The vendor shall hold the County, its elected officials, agents, servants, and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention incorporated into any item provided to the County pursuant to this bid, and agrees to defend, at its own expense, any and all action brought against the County because of the unauthorized use of such items.
- 5.2 Shelby County Government, as a subdivision of the State Of Tennessee, cannot indemnify or hold harmless any vendor, supplier, contractor, etc. against claims of a third party or parties.

6.0 GRATUITIES:

- 6.1 Shelby County Government may, by written notice to the bidder, cancel any contract purchase order resulting from the bid without liability if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by, the bidder, or any agent or representative of the bidder, to any official or employee of the County with the intent of securing a contract, or securing favorable treatment with respect to such a contract. In the event the contract purchase order is cancelled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.

7.0 CONFLICT OF INTEREST:

- 7.1 No part of the total contract purchase order amount resulting from this bid shall be paid directly or indirectly to any official or employee of Shelby County Government as wages, compensation, or gifts in exchange for acting as official agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract. Furthermore, bids submitted by Shelby County employees or elected officials will not be accepted.

8.0 SAMPLES:

- 8.1 Samples of articles, when required, shall be furnished free of cost to the County.
- 8.2 Samples of articles submitted may be retained for future comparison.
- 8.3 Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the vendor's expense.

9.0 TAXES:

- 9.1 The vendor should include in its bid price to the County all applicable taxes it will incur for supplying the goods or services to the County that are payable by the County. However, the vendor shall not include any sales, use or federal excise tax to be collected from the County since the County is tax exempt from such taxes.
- 9.2 Items purchased for resale will show the County's resale permit number on the purchase order.
- 9.3 Exemption certificates will be furnished upon request.

10.0 BRAND NAMES:

- 10.1 Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- 10.2 "Or Equal" items will be considered, provided the vendor clearly describes the substitute item, including the brand name, part number, and level of quality of the substitute item(s). The determination of the Purchasing Administrator to accept or reject the substitute item(s) shall be final and conclusive.
- 10.3 When no substitution is specified by the bidder, the vendor's bid

- is presumed to conform to the items specified in the bid.
- 10.4 BID PROPOSALS BASED ON ITEMS OTHER THAN THOSE SPECIFIED BY BRAND NAMES IN THE BID. Any items other than those brands specified in the bid specifications require approval of the Purchasing Administrator. The items offered must be equivalent as to function, basic design, type and quality of materials, method of construction and any required dimensions.

11.0 DEFAULT BY BIDDER:

- 11.1 In case of default by the bidder, the County may procure the articles or services from other sources and may deduct from any monies due or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the County. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Administrator.

12.0 CONTRACTS, LEASES, LEASE-PURCHASE:

- 12.1 When required, contracts or leases must be approved by the Shelby County Contracts Administration Department.
- 12.2 Shelby County Government will not accept language in any contract that limits or attempts to limit liability for breach of contract or negligence by the vendor.

13.0 BID BONDS AND INSURANCE:

- 13.1 When required, Bid Bonds may be submitted in the form of a Bid Bond or a Cashier's Check in the amount required. When a Cashier's Check is submitted in lieu of a Bond, and the bidder is one of the three (3) low bidders, the check may be retained until a contract is signed with the successful bidder.
- 13.2 When required, bidders must supply certificates of insurance or bonds through a company that is authorized to do business in the State of Tennessee, and such insurance or bond is subject to final approval by the Shelby County Risk Management Department.
- 13.3 Bid Bonds submitted by unsuccessful vendors will be returned upon award of contract [Tenn. Code Ann. §12-3-203 (j)].

14.0 FIRM PRICES:

- 14.1 Unless otherwise required in Section III of the bid, all prices quoted will be firm for a minimum of thirty (30) days from the bid opening date.

15.0 COUNTY COMMISSION APPROVAL:

- 15.1 If the award of this bid exceeds \$100,000, or involves a Capital Improvement Project (C.I.P.), as defined by the County, such award will require approval by the Shelby County Board of Commissioners. This procedure could delay an award for a period of 30 to 60 days, or more, after the bid opening date.

16.0 THIRD PARTY ASSIGNMENT:

- 16.1 There shall be no assignments whatsoever to third parties, financial or otherwise, unless expressly agreed to by Shelby County Government in a separate written agreement. Any assignment or attempted assignment of any nature to third parties, without the consent of the County, shall be cause for termination of the contract at the option of the County.

17.0 AUTHORITY TO AWARD BID:

- 17.1 The award of this bid to the successful bidder(s) shall be governed by the laws of the State of Tennessee. The County will obtain all appropriate authority to award the bid and to enter into a contract.

18.0 LATE DELIVERY:

- 18.1 The vendor shall not be responsible for failure to deliver materials or render services due to strikes, flood, or fire.
- 18.2 Shelby County Government has the authority to cancel any and all orders issued under this bid if the vendor fails to deliver timely.

19.0 LIEN, CLAIMS OR ENCUMBRANCE:

- 19.1 The vendor agrees that all goods and materials delivered pursuant to this bid shall be free of any lien, claim or encumbrance.

20.0 AUDIT AND INSPECTION OF PREMISES:

- 20.1 All bidders, by bidding, agree that an official of the Purchasing Department shall be allowed to inspect the bidder's premises to verify its qualifications as a bidder.

- 20.2 The successful bidder shall agree to audits by an official of the Purchasing Department or the County's Internal Audit Department if, during the period of the contract or bid award, such an audit is deemed necessary.
- 21.0 DOCUMENTS INCLUDED IN CONTRACT:**
- 21.1 The specifications, terms and conditions, and detailed requirements contained in this bid shall be incorporated into and become a part of any contract or purchase order that results from this bid.
- 22.0 INSPECTION:**
- 22.1 All shipments are subject to inspection prior to acceptance. If an inspection reveals that the delivered item(s) do not meet the bid specifications, Shelby County has the right to cancel the order and return said item(s) to the vendor at the vendor's expense.
- 23.0 MATERIAL SAFETY DATA SHEETS:**
- 23.1 As a condition to bid award, if item(s) contained in this bid require Material Safety Data Sheets, the successful bidder shall provide data sheets at the time of delivery.
- 24.0 SHELBY COUNTY BUSINESS TAX LICENSE:**
- 24.1 Firms located within the boundaries of Shelby County, Tennessee are required to have a current Shelby County Business License issued by the Business Tax Division of the Shelby County Clerk's Office or be considered exempt from the license requirement by the County Clerk's Office.
- 24.2 Successful bidders may be required to furnish a copy of their current Shelby County Business License prior to the award of this bid, or any part thereof.
- 25.0 PURCHASES BY MUNICIPALITIES AND OTHER GOVERNMENTAL AGENCIES/ENTITIES:**
- 25.1 On bids issued to establish a source of supply for estimated requirements for Shelby County Government, bidders are requested to indicate in their bid responses whether they will allow purchases by other municipalities or governmental agencies or entities within the boundaries of Shelby County, Tennessee at the offered prices offered to Shelby County. The decision to do so shall be at the option of the bidder.
- 25.2 Purchases by local municipalities or other governmental agencies or entities shall be at the option of such municipalities, agencies, or entities.
- 26.0 PURCHASES FROM STATE OF TENNESSEE CONTRACT:**
- 26.1 Shelby County Government reserves the right to purchase item(s) specified in this bid pursuant to the State of Tennessee Statewide Contracts, or the contracts of any other governmental agencies if it is considered in the best interest of Shelby County Government. Purchases from these contracts are authorized by Shelby County Code, Sec, 2-57 (10) (B).
- 27.0 DISCLOSURE OF CONFIDENTIAL OR PROPRIETARY INFORMATION:**
- 27.1 Bidders are advised that T.C.A 10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information that is submitted by the vendor, whether or not identified in a bid response as proprietary or confidential, is therefore subject to inspection, and Shelby County assumes no liability for any information disclosed pursuant to a request under T.C.A 10-7-503(a).
- 28.0 TERMINATION OF AWARD OR CONTRACT:**
- 28.1 It shall be cause for the immediate termination of any award or contract that may be entered into as a result of this bid if, after award or contract execution, the County determines that either the vendor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving governmental sales or purchases, including, but not limited to, rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- 29.0 NON-DISCRIMINATION - TITLE VI:**
- 29.1 The vendor agrees to comply with the provisions of Title VI of the

Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of a contract or purchase order. The vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

30.0 NON-DISCRIMINATION - TITLE VII:

30.1 The vendor agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

31.0 NON-DISCRIMINATION - TITLE II:

31.1 The vendor agrees to comply with the provisions of Title II, which prohibits discrimination on the basis of disability by public entities. All governmental activities of public entities are covered, even if they are carried out by a vendor. The vendor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

32.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

32.1 The Immigration and Naturalization Service's regulations require all employers to complete Forms I-9 as evidence of verification of identity and employment eligibility of each employee hired after November 6, 1986. The vendor, by submission of its bid, acknowledges that it is in compliance with said regulations and shall upon request show proof of same.

33.0 LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS

33.1 (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be

grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

SEALED BID#:I000069
DUE DATE: 6/3/10
BUYER: B. Brenner

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION III
DETAILED REQUIREMENTS/SPECIFICATIONS

SECTION III- DETAILED REQUIREMENTS/SPECIFICATIONS

1.0 These detailed requirements are part of the specifications as outlined in Section II of this bid. They shall become a part of and included in any contract/purchase order/systems contract that may result in any award.

1.1 These specifications are not intentionally written around any one manufacturer and are only for the purpose of indicating generally the type of work required of said bid items.

1.2 Any responsible bidder who considers these specification to be of a non-competitive nature should immediately contact the Buyer listed in this bid.

2.0 BONDS/INSURANCE REQUIREMENTS

Bonds - N/A
Insurance - N/A

3.0 WARRANTIES

The bidder must warrant that the items listed in this bid will conform to applicable specifications, instructions and samples, will be merchantable, of good material and workmanship, free from defects, and will be fit and sufficient for the purpose intended. payment for, inspection of, or receipt of items will not constitute a waiver or any breach of warranty.

4.0 LITERATURE REQUIREMENTS

Pertinent literature describing the items must be furnished in duplicate with this bid.

5.0 MANUAL REQUIRED OF SUCCESSFUL BIDDER

A complete instruction manual will be required from the awarded vendor

6.0 DEVIATIONS TO SPECIFICATIONS

No substitutes from specifications will be permitted

7.0 SPECIAL PACKING

N/A

8.0 ANY SPECIAL DELIVERY OR COMPLETION REQUIREMENTS:

N/A

9.0 FIRM PRICES

Unless otherwise specified, all prices are to be firm for a period of not less than 120 days from the date of the bid opening. Bidder shall indicated time period (in days after date of bid opening) their prices shall remain firm. Please see also bid specifications for firm price requirements.

10.0 DO YOU NEED ANY SPECIAL REFERENCE TO PUBLICATIONS OR STANDARDS:

See Specifications

11.0 RIGHTS OF INSPECTION AND/OR SAMPLING

Any/all items delivered as a result of award of this bid shall be new and unused and have been completely serviced by the successful bidder and be ready for inspection at the time of delivery. Final acceptance will be determined by inspection of items by Shelby County.

12.0 AWARD – ANY SPECIAL INSTRUCTION- AS TO TOTAL LOW, INDIVIDUAL PRICING, ETC.,

Shelby County reserves the right to reject all bids, or any part thereof; waive any informality in the bids to make award in the best interest of the County, and to request a hands-on demonstration of the bids items proposed.

12.1 Shelby County Government reserves the right to award this bid on the basis of individual items, groups of items or the entire list of items; whatever is in the best interest of the County. A 5% pricing preferential will also be given to LOSB Suppliers as per Ordinance 324. This preferential pricing is also outline in detail in the standard Terms and Conditions.

12.2 A supplier's EOC rating will also be considered in the evaluationof all bids and proposals.

13.0 PAYMENT SCHEDULE

Prompt payment discount shall be considered as a cost factor in this bid. Invoices shall be paid thirty (30) days after receipt of correct invoices. Invoices shall be sent directly to the using department.

14.0 CONTRACTS REQUIRED

A Contract will NOT be required, but a Purchase Order will beissued to the successful vendor.

15.0 F.O.B. POINT

Unless otherwise specified, all deliveries are to be F.O. B. Destination, Freight Prepaid, Inside/Inplace to the ordering department per its instructions.

16.0 DEMONSTRATION OF EQUIPMENT REQUIRED (SAMPLES):

If requested by the using department, a demonstration of the equipment may be required for evaluation purposes.

17.0 BID RESPONSE FORM AND ADDITIONAL INFORMATION:

The bid response forms, set out in Section IV, must be completed in full for the bidder to be considered for award. Bidders are encouraged to submit additional information that they feel might be useful to the County in evaluating proposals; however, Shelby County Government reserves the right to accept or reject for consideration, during evaluation of proposals, any minor variations.

18.0 EQUAL/EQUIVALENT PRODUCTS:

Where “or equal” is specified in the item specification line, an equal or equivalent brand may be quoted, but bidder must specify in the “quoted as specified” area that the item is equal to or equivalent to the item listed.

19.0 BIDDERS INQUIRIES:

Should bidders have questions regarding the general bid information and bid specifications, please contact Bob Brenner, Purchasing Department @ 901-545-3512 or email bob.brenner@shelbycountyttn.gov

SPECIFICATIONS

SCOPE

The Central Laboratory of the Memphis and Shelby County Health Department has an immediate requirement for an Inductively Coupled Plasma Optical Emission Spectrophotometer (ICP-OES) Testing System, suitable for processing a multitude of environmental samples. Vendors must address each of the following specifications, indicating if the proposed offering MEETS, MEETS WITH EXCEPTIONS, or CANNOT MEET the specification as written. If the proposed offering MEETS WITH EXCEPTION the specification, sufficient information must be provided to interpret the offering (For example, the specification calls for a one year warranty. "The base offering includes a 90 day warranty; a one year warranty/service contract is an additional 10% of the total bid price".) If your company has two or more models capable of meeting the majority of the specifications, both may be bid. Please indicate that there are TWO (or more) separate proposals in such a way as to remove any confusion as to options, price differences/increases, etc.

SPECIFIC INSTRUCTIONS:

Each requirement must be responded to by vendor as "MEETS" or "MEETS WITH EXCEPTION". If "EXCEPTION" to any specification is entered to any individual requirement, a separate document highlighted or referenced to the requirement MUST be provided to allow evaluation of the exception.

The bid MUST contain a response to each and every requirement; failure to respond to any specification, or failure to provide "EXCEPTION" documentation may deem the bid to be "non-responsive", hence disqualified.

BASIC SPECIFICATIONS:

1. The proposed system must meet **all** requirements listed in EPA method 200.7: DETERMINATION OF METALS AND TRACE ELEMENTS IN WATER AND WASTES BY INDUCTIVELY COUPLED PLASMA-ATOMIC EMISSION SPECTROMETRY. The system must also be capable of analyzing samples at much higher concentrations, at least to the 300 ppm level of Pb and other elements for the laboratories' Lead Lab Program. The proposed system must include a sample introduction system, analyzer, and data reduction and reporting system.

Meets specification(s):____

Exceptions: _____

2. The proposed system must include all computer equipment (hardware and software) in order to process the required number of samples within the time frame. If the computer hardware is not provided by the vendor, an ESTIMATED PRICE and FULL SPECIFICATIONS must be included so that it may be considered appropriately. The software must be capable of simultaneous instrument control, data acquisition, and report generation.

Meets specification(s):____

Exceptions: _____

3. The system must be capable of holding at correct temperature all reagents/standards/ controls/samples during all phases of the testing process. (NOTE: Room temperature may be “the correct temperature”.)

Meets specification(s):____

Exceptions: _____

4. The proposed system must include any required equipment, including chiller(s), recirculators, compressors, vacuum pumps, or other major items of ancillary equipment. . If the ancillary equipment is not provided by the vendor, an ESTIMATED PRICE and FULL SPECIFICATIONS must be included so that it may be considered appropriately.

Meets specification(s):____

Exceptions: _____

5. Pricing for all reagents and disposables supplied by the vendor must be guaranteed for one year.

Meets specification(s):____

Exceptions: _____

6. The analyzer and computer must be capable of all communication with supplied hardware and software. No additional cards, boards, or software must be required that are not included in the bid system.

Meets specification(s):____

Exceptions: _____

7. The gas system(s), both carrier and flush, must be computer controlled for maximum efficiency and controllability.

Meets specification(s): _____

Exceptions: _____

8. The software must be capable of analyzing all identified standards and controls, and, based on operator specified QC limits, automatically take such action as may be necessary should any parameter limit be exceeded (example: rerun an out of range standard, recalculate a curve or baseline, rerun all samples from the last in-range check sample and then continue testing the remaining samples, etc.) with no operator intervention.

Meets specification(s): _____

Exceptions: _____

9. The software must be capable of storing and calculating both short and long term QC to track system performance with respect to accuracy and precision. The system must be capable of presenting QC data in both tabular and graphical format. Software must be able to perform all QC requirements for 200.7 automatically. QC data must be accessible in raw data form. Data must be able to be easily exported to common data handling programs like MS Excel for charting purposes, etc.

Meets specification(s): _____

Exceptions: _____

10. The Computer must be capable of storing and retrieving sample information for a specified period of time. The Software must be capable of allowing archival and retrieval to/from diskette or CD of sample information, both identification and values.

Meets specification(s): _____

Exceptions: _____

11. The instrument controller computer must be a minimum of an industry standard 1.8 GHz Intel® Core 2 Duo, 1066 MHz Front Side Bus (FSB), 2M L2 cache computer with 1 GB RAM.

- 1 The controller must include at least a 16x DVD Drive
- 2 The controller must have a hard disk that will hold at least 160 GBytes of information.
- 3 The controller must include an integrated 10/100/1000 network adapter.
- 4 The controller must have a minimum of a 24" flat panel multimedia monitor, LaserJet printer.
- 5 The controller must have the operating system loaded.
- 6 The controller computer must include a three-year, next business day on-site parts and labor service contract.

Meets specification(s): _____

Exceptions: _____

12. The Sample handling system must be capable of automatically introducing all specimen samples plus any associated non-specimen samples to the testing system (the auto sampler will be loaded once and the system started; no additional operator intervention should be required until all loaded samples are tested to completion).

Meets specification(s): _____

Exceptions: _____

13. The sampling system must be large enough to load at a minimum 100 test samples in addition to required standard and controls for EPA 200.7 (higher capacity auto samplers are preferred). If it cannot, the vendor must specify how it handles samples in excess of the initial loading (additional trays or carousels, etc.), specify how large the initial loading is, and how many samples may be loaded with each successive tray/carousel.

Meets specification(s): _____

Exceptions: _____

14. The Software must be capable of identifying/tracking samples throughout the testing sequence, accepting analyzer data and reporting results in final format. No additional data reduction should be required (assuming initial operator input of necessary parameters).

Meets specification(s):____

Exceptions: _____

15. Technical MINIMUM specifications:

1: The instrument should be a Dual Viewing, systems that meet the dynamic sample range required by other means are not excluded, System must at a minimum, be an Axial System.) **simultaneous** reading ICP using solid state detectors for increased efficiency. Axial viewing allows ultratrace measurements because it provides a longer emission path for increased sensitivity. Radial viewing permits percentage concentration measurements. Both should be possible; automatically in single method

2: The instrument must use a solid state detector that is optimized for performance across the entire emission spectrum. This solid state detector must be a charge coupled device. The entire optical system must be enclosed in a purged and thermostatted optical enclosure.

3. System must have computer controlled gas flows

4: Each detector pixel must have anti-blooming protection to enable the simultaneous measurement of trace level analytes in the presence of major matrix constituents.

5: The detector must be cooled by a Peltier device to minimize detector dark current thereby enhancing instrument performance and detection limits.

6: The instrument must adjust integration times for intense and trace signals.

7: The instrument must use CCD solid-state detector technology.

8: Instrument start-up and shut down must be computer controlled and totally automated.

9: Plasma gas flows must be controlled at flows of 0-20 L/min in 1L/min increments. Auxiliary gas flows must be controlled at flows of 0-2.0 L/min in 0.1 L/min increments. The nebulizer argon flow must be controlled using a mass-flow controller and be variable from 0 - 2.00 L/min in 0.01 L/min increments.

10. System should be able accurately analyze samples at speeds of 3 minutes per sample or better

Meets specification(s):____

Exceptions: _____

16: ICP SYSTEM:

The instrument should be a bench-top model. A bench specifically made for the ICP must also be provided.

The instrument must be able to operate in laboratory conditions that range from 15 - 35°C and a relative humidity of 20 - 80 % non-condensing. The instrument must be able to operate with temperature changes of up to 2.5°C per hour without any degradation of performance.

The sample introduction system chamber may be heated and thermostat controlled to compensate for large variations in room temperature. (Optional)

The instrument must monitor gas pressures and flows, interlocks, water flows, and plasma stability. The interlocks must be continuously monitored and if any interlock is interrupted, the plasma is shutdown automatically.

The system must include a water chiller. The chiller must not be mounted to the instrument chassis and have the ability to be situated at a distance from the instrument.

Viewing of the plasma must be computer controlled, also offering flexibility of variable viewing height in Radial mode of operation.

The plasma torch must be mounted axially and be of a demountable design; this design is advantageous since only the worn component requires replacement, not the entire unit.

The instrument should have a compressed air shear gas to cut off the cool end of the axial plasma to reduce material deposition on the entrance optic as well as to reduce self-absorption and physical interferences. Other interface designs must be able to tolerate >5% total dissolved solids, do not require replacement and maintenance.

The system must include a computer controlled, pneumatically operated shutter system that shields the detector between samples from long exposures to UV radiation.

Instrument start-up and shut down must be computer controlled and totally automated with the ability to be viewed and controlled at a remote location.

The instrument must be able to run organic as well as aqueous matrices. Organic matrices include oil, MIBK, Kerosene, and Hexanes.

The instrument must include a Cyclonic Spray chamber, with a concentric nebulizer, and the ability to use high solids nebulizers. A high particulate nebulizer and nebulizer should be included.

Using the cross-flow nebulizer the instrument must be able to handle 20% HCl, HNO₃, H₂SO₄, H₃PO₄, 20% HF, and 30% NaOH. The system must also be able to aspirate 20% NaCl for one hour without clogging.

The system must be able to accommodate commercially available, specialty nebulizers and spray chambers manufactured by third parties for maximum analytical flexibility.

The torch must be of a demountable design to allow choice of a different injector as may be required for use with different sample matrix and not require complete torch exchange.

The torch must be mounted axially to the instrument optical path.

The operator must be able to change torch nebulizers without having to remove the torch assembly from the instrument. The instrument must include a quick-change module so the torch can be removed or

changed quickly without excessive torch alignment. The sample-introduction cassette should allow adjustment (with the plasma on) for maximum performance in different matrices. No tools must be required for torch or sample-introduction cassette removal.

The system must include a variable speed, computer controlled peristaltic pump. Pump must have at least three channels to allow for on-line addition of internal standards.

A spares kit of common replacement items is included.

Meets specification(s):____

Exceptions: _____

17. Performance

The proposed system must meet and/or exceed all requirements listed in EPA method 200.7

1: System must meet all detection limits found in EPA methods 200.7

This performance must be proved at time of installation and training

2 Precision (10 replicates, 20 minutes): < 3%B3: Long term stability: < 4% over 4 hours

Meets specification(s):____

Exceptions: _____

18. The system must have a one year warranty on all parts and labor.

Meets specification(s):____

Exceptions: _____

19. Vendor must provide training in all aspects of analyzer and computer operation, either on-site or at the operator's facility. If training is not performed on-site, bid must include all training costs per person. If air-fare is NOT included, this must be specified.

Meets specification(s):____

Exceptions: _____

20. Vendor must include complete installation of all equipment. If special utilities/connections (including 220V, water, drain, special exhaust venting, etc.) are required, these must be specified. If “portable” hoods are required or strongly recommended, estimated prices and suggested sources must be provided.

Meets specification(s): _____

Exceptions: _____

21. Vendor must offer on-site service and repair. Cost per each additional year of service (Mon-Fri, 8A-5P), as well as items covered (analyzer, computer, hardware, software, upgrades, etc.) must be specified. Telephone hot-line and troubleshooting (at least 8A-5P M-F) must be available. If this service is available at no charge only with a paid service contract, this must also be specified.

Meets specification(s): _____

Exceptions: _____

22. Any costs NOT INCLUDED in bid price must be specified and approximated, including shipment, installation, training, and initial start-up supplies. Estimated costs of performing one month’s testing (50 test samples per day, 20 days/month) must be provided, including reagents and disposables. Consumables NOT COVERED by the one-year warranty must be specified. While not included in the bid pricing, catalog numbers and prices of vendor supplied consumables must be supplied with the bid package.

ADDITIONAL COSTS: SPECIFY- _____

TRADE IN:

If you will allow a trade in on an existing unit, please show the trade in amount on the bid quotation sheet for each unit quoted. The equipment to be traded in is a Perkin Elmer Optima 3000 SC, Serial Number 069N6110402.

SEALED BID#:I000069
DUE DATE: 6/3/2010
BUYER: B. Brenner

SHELBY COUNTY PURCHASING DEPARTMENT
ROOM 550, 160 NORTH MAIN STREET
MEMPHIS, TENNESSEE 38103
PHONE (901) 545-4360

SECTION IV
QUOTATION/BID RESPONSE FORM

NOTE: RETURN ONLY THIS SECTION WHEN SUBMITTING YOUR BID

JOE FORD,
INTERIM MAYOR



SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION

NUMBER SB	I000069	DATE 5/19/10
THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND RELATED CORRESPONDENCE. THIS IS NOT AN ORDER		
AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH DELIVERY OF PRODUCTS.		

QUOTE NOT LATER THAN 2:30 PM 6/3/10	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 10-4262	REQUISITION DATE 5/10/10	BUYER BRENNER
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If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.

493-69 SPECTROMETERS, EMISSION:ARGON

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>NOTICE TO BIDDERS:</p> <p>THIS IS OUR SEALED BID I000069, WHICH IS DUE NO LATER THAN 2:30 PM, 6/3/2010. THE "GENERAL TERMS AND CONDITIONS", AS OUTLINED IN SECTION II, WILL TAKE THE PLACE OF THE "GENERAL BID REQUIREMENTS" SHOWN ON THE NEXT PAGE OF THIS REQUEST FOR QUOTATION FORM.</p> <p>IF YOU DO NOT RESPOND TO THIS REQUEST FOR BID WITH A "BID" OR A "NO BID", WE WILL ASSUME YOU NO LONGER WISH TO BID ON THE COMMODITY INDICATED ABOVE, AND YOUR COMPANY'S NAME MAY BE REMOVED FROM THE MAILING LIST.</p> <p>PAGE 1 OF 2 (SIGNATURE REQUIRED ON THIS PAGE)</p>		

THIS IS NOT AN ORDER

NOTE DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY			TOTAL →
FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION	
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.	
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE	

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.

JOE FORD,
INTERIM MAYOR



SHELBY COUNTY PURCHASING DEPT.

160 N. MAIN – SUITE 550
MEMPHIS, TENNESSEE 38103-1880
(901) 545-4360

REQUEST FOR QUOTATION

NUMBER SB	1000069	DATE 5/19/10
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**THE ABOVE NUMBER MUST APPEAR ON ALL QUOTATIONS AND
RELATED CORRESPONDENCE.
THIS IS NOT AN ORDER**

**AS A CONDITION TO BID AWARD, IF ITEM(S) CONTAINED IN
THIS BID REQUIRE MATERIAL SAFETY DATA SHEETS, THE
SUCCESSFUL BIDDER SHALL PROVIDE DATA SHEETS WITH
DELIVERY OF PRODUCTS.**

QUOTE NOT LATER THAN 2:30 PM 6/3/10	DATE DELIVERED REQ. ASAP	F.O.B. DESTINATION	REQUISITION NUMBER 10-4262	REQUISITION DATE 5/10/10	BUYER BRENNER
<p>If you do not respond to this request for bid a "BID" or "NO BID", we will assume that you no longer wish to bid on the commodity indicated below, and your company's name may be removed from the mailing list.</p> <p>493-69 SPECTROMETERS, EMISSION:ARGON</p>					

BASE YOUR QUOTATIONS ON THE TERMS AND CONDITIONS PRINTED AND/OR TYPED HEREON

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			<p>ATTACHED ARE QUOTES AS FOLLOWS:</p> <p>A. BASIC ANALYZER SUBSTANTIALLY MEETING ABOVE SPECIFICATIONS AS WRITTEN OR AS EXCEPTED.</p> <p>B. MODIFIED ANALYZER(S) SUBSTANTIALLY MEETING ABOVE SPECIFICATIONS BUT REQUIRING AVAILABLE OPTIONAL EQUIPMENT (FOR EXAMPLE, AN ON-BOARD AUTOSAMPLER, MICROSAMPLER, COMPUTER UPGRADE, ETC.) IN ORDER TO MEET THE SPECIFIED EXCEPTIONS.</p> <p>C. PRICES OF OPTIONAL MATERIALS REQUIRED TO MEET "EXCEPTIONS" AS NOTED ABOVE (INCLUDING EQUIPMENT, KITS, REAGENTS, ETC.) OTHER THAN A CHANGE IN PRICE OF THE ANALYZER ITSELF. SPECIFY IF THESE ARE ONE-TIME ADDITIONAL COSTS (FOR EXAMPLE, A SPECIAL CARTRIDGE), OR RECURRING ADDITIONAL COSTS (FOR EXAMPLE, A SPECIAL KIT REQUIRED TO MEASURE A PARTICULAR TYPE SAMPLE). PRICES OF RECURRING COST MATERIALS WILL BE FIXED FOR ONE YEAR FROM AWARD OF BID.</p> <p>D. BASIC AND MODIFIED SYSTEM(S) WITH TWO YEAR WARRANTY.</p> <p>E. BASIC AND MODIFIED SYSTEM(S) WITH THREE YEAR WARRANTY.</p> <p>F. BASIC AND MODIFIED SYSTEM(S) WITH FOUR YEAR WARRANTY.</p> <p>G. COMPLETED BASIC SPECIFICATION SHEETS (SEE SPECIFICATION SECTION) FOR EACH UNIT QUOTED.</p>		

THIS IS NOT AN ORDER

NOT DELIVERY REQUIRED AND IN QUOTING, ADVISE DEFINITE DELIVERY			TOTAL →
FIRM NAME	TELEPHONE NO.	DATE OF QUOTATION	
FEDERAL I. D. NO.	TERMS	DELIVERY PROMISED DAYS A.R.O.	
EFFECTIVE UNTIL	SIGNATURE	OFFICIAL TITLE	

ALL BOXES ABOVE MUST BE COMPLETED FOR YOUR BID TO BE CONSIDERED. SEE GENERAL BID REQUIREMENT ON NEXT PAGE.